

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA**

BURGER ROBS, LLC, a Florida Limited
Liability Company,

CASE NO.: 2023-CA-048769-XXXX-XX

Plaintiff,

vs.

T&R BURGERS, LLC, a Florida Limited
Liability Company, **CHRISTOPHER R.
MAULDIN**, an individual, and **TALIA
RAPPA**, an individual,

Defendants.

T&R BURGERS, LLC, a Florida Limited
Liability Company, **CHRISTOPHER R.
MAULDIN**, an individual, and **TALIA
RAPPA**, an individual,

Counter-Plaintiffs,

vs.

BURGERROBS, LLC, a Florida Limited
Liability Company, **ROB BUFFALOE**, an individual,
and **SHELBY MILAM**, an individual,

Counter-Defendants.

COUNTERCLAIM

COMES NOW, Defendants/Counter-Plaintiffs, T&R BURGERS, LLC, (hereinafter “T&R”), CHRISTOPHER R. MAULDIN (hereinafter “MAULDIN”), and TALIA RAPPA (hereinafter “RAPPA”), (together hereinafter “Defendants/Counter-Plaintiffs”), by and through undersigned counsel, and hereby file this Counterclaim against Plaintiff/Counter-Defendants, BURGERROBS, LLC (hereinafter “BURGERROBS”), and additional parties pursuant to Florida Rules Civil Procedure 1.170, ROB BUFFALOE (hereinafter “BUFFALOE”) and SHELBY MILAM (hereinafter “MILAM”) (together hereinafter “Plaintiff/Counter-Defendants”), and in

support thereof, Counter-Plaintiffs state as follows:

JURISDICTION, PARTIES & VENUE

1. This is an action for damages exceeding \$50,000.00, and for Injunctive and Declaratory Relief, exclusive of costs, interest, and attorney's fees.

2. Plaintiff/Counter-Defendant, BURGERROBS, is a Florida Limited Liability Company authorized and registered to and is doing business in the State of Florida.

3. Defendants, BUFFALOE and MILAM, individuals, are Florida residents and reside in Brevard County, Florida.

4. Venue is proper in Brevard County, Florida because the causes of actions accrued in Brevard County.

5. All conditions precedent to the institution of this action have been performed or have otherwise occurred or have been waived.

6. Defendants/Counter-Plaintiffs have retained the services of undersigned counsel and are obligated to pay their attorneys a reasonable fee for their services.

FACTS COMMON TO ALL COUNTS

7. On or about January 1, 2022, Plaintiff/Counter-Defendants and Defendants/Counter-Plaintiffs entered into a Franchise Agreement (hereinafter "Agreement") for the purchase and operation of a Food Truck under the name of BUGERROBS. *A true and correct copy of the Agreement is attached herein as Exhibit "A".*

8. Pursuant to the Agreement, Defendants/Counter-Plaintiffs were "authorized and granted the rights to use the marks and licensed methods in connection with the establishment and operation of a Burger Robs Food Truck franchise" within Brevard County, Florida.

9. In exchange for the authorization stated in paragraph 9 above, Defendants/Counter-Plaintiffs paid Plaintiff/Counter-Defendants a monthly royalty fee equal to eight percent (8%) of their Gross Retail Sales per month.

10. Defendants/Counter-Plaintiffs have paid the eight percent (8%) royalty fee each month without demand to Plaintiff/Counter-Defendants.

11. On or about January 1, 2022, the Defendants/Counter-Plaintiffs paid the Plaintiff/Counter-Defendants ten thousand dollars (\$10,000.00) as a down payment towards the food truck trailer.

12. The Agreement stated that any amount paid by Defendants/Counter-Plaintiffs to Plaintiff/Counter-Defendants over One Thousand Two Hundred Dollars (\$1,200.00) of the 8% royalty fee would go towards the remaining balance of the food truck trailer until it was paid in full.

13. The Defendants/Counter-Plaintiffs paid the trailer off in full in July of 2023. *A true and correct copy of the e-mail from Plaintiff/Counter-Defendants confirming the payoff is attached herein as Exhibit "B".*

14. In Addition, the Agreement stated that Defendants/Counter-Plaintiffs were to operate all throughout Brevard County, and to have First Pick of any other Food Truck request before any other Burger Robs Food Truck.

15. Pursuant to the paragraph of the Agreement titled "DEFAULT AND TERMINATION" under number 1, Defendants/Counter-Plaintiffs were to not alter or change/add on the menu and/or ingredients, unless Plaintiff/Counter-Defendants agreed to the change/add ons.

16. Pursuant to the paragraph of the Agreement titled "DEFAULT AND TERMINATION" under number 5, Plaintiff/Counter-Defendants agreed to let the Defendants/Counter-Plaintiffs have the rights to use "ALL" social media and advertising accounts until the end of the

relationship.

17. Pursuant to the paragraph of the Agreement titled “DEFAULT AND TERMINATION” under number 6, Defendants/Counter-Plaintiffs rights to use the Burger Robs name was not to be revoked unless the terms of the Agreement were not adhered to, or unless both parties mutually agreed to end the relationship.

18. On or about April 29, 2022, Plaintiff/Counter-Defendants removed and deleted a post made by Defendants/Counter-Plaintiffs on the social media/advertising account, without permission or authority to do so. *See text messages attached hereto as Exhibit “C”.*

19. On or about April 29, 2022, Plaintiff/Counter-Defendants removed Defendants/Counter-Plaintiffs from all social media accounts without any legal basis or authority to do so.

20. Upon information and belief, at least one (1) employee of Plaintiff/Counter-Defendants have resigned from employment under BURGERROBS due to a hostile work environment.

21. On at least one occasion, Plaintiff/Counter-Defendants have responded to inquiries to hire the Defendants/Counter-Plaintiffs food truck for events, and falsely responded that the food truck was booked up and unavailable. *See email from Plaintiff/Counter-Defendants attached hereto as Exhibit “D”.*

22. Pursuant to Plaintiff/Counter-Defendants Complaint against Defendants/Counter-Plaintiffs, it is alleged in Paragraph 48 that Defendants/Counter-Plaintiffs have failed to return the Burger Robs food truck. *See ¶ 48 Plaintiff/ Counter-Defendants Complaint.*

23. As of October 19, 2023, Plaintiff/Counter-Defendants have failed to provide an executed and valid Bill of Sale/Title for the food truck trailer, despite Defendants/Counter-Plaintiffs paying the total purchase in full.

24. On or about September 10th, 2023, Plaintiff/Counter-Defendants made a social media

post that they won best burger in Brevard County, yet the award was actually issued to Defendants/Counter-Plaintiffs.

25. On or about September 20, 2023, Plaintiff/Counter-Defendants sent a text message to Defendants/Counter-Plaintiffs unilaterally terminating the Agreement and demanded that Defendants/Counter-Plaintiffs discontinue to operate their business.

COUNT I – BREACH OF CONTRACT

Defendants/Counter-Plaintiffs re-alleges the allegations contained in paragraphs 1-24 as if fully set forth herein and for Count I – Breach of Contract states:

26. This is an action or Breach of Contract.

27. Plaintiff/Counter-Defendants materially breached the Agreement by removing Defendants/Counter-Plaintiffs from all social media and marketing accounts.

28. Plaintiff/Counter-Defendants also materially breached the Agreement when they removed one or more of the Defendants/Counter-Plaintiffs social media/marketing posts without approval, legal basis, or authority to do so.

29. Despite repeated demands by Plaintiff/Counter-Defendants to provide them access back to the social media and marketing accounts, Plaintiff/Counter-Defendants have refused to do so. *A true and correct copy of the text messages and Demand Letter is attached herein as Exhibit “E”.*

30. The social media and marketing accounts were a material part of the Agreement, as this is where all of the locations of the Defendants/Counter-Plaintiffs food truck are posted so that clients would know where they would be located on any given day.

31. Plaintiffs/ Counter-Defendants further materially breached the Agreement by unilaterally terminating the Agreement on September 10, 2023.

32. Defendants/Counter-Plaintiffs have been damaged as a result of the Plaintiffs/ Counter-

Defendants breach of the Agreement.

WHEREFORE, Defendants/Counter-Plaintiffs demand judgement for breach of contract against Plaintiff/Counter-Defendants for damages in an amount to be determined at trial together with interest, attorney's fees and costs, and such other relief as this Court deems just and proper.

**COUNT II – TORTIOUS INTERFERENCE AGAINST DEFENDANTS BUFFALOE
AND MILAM**

Defendants/Counter-Plaintiffs re-alleges the allegations contained in paragraphs 1-24 as if fully set forth herein and for Count II– Tortious Interference states:

33. This is an action against BUFFALOE and MILAM for tortious interference with contractual and business relationships between Defendants/Counter-Plaintiffs Defendant, and BURGERROBS/ companies/clients seeking to hire Defendants/Counter-Plaintiffs for their food truck.

34. Defendants/Counter-Plaintiffs have a valid Franchise Agreement with BURGERROBS and advantageous business relationships through their connections and production of quality burgers in Brevard County.

35. BUFFALOE and MILAM knew of this Agreement and of the relationships and positive impact that Defendants/Counter-Plaintiffs were bringing to the food truck community.

36. BUFFALOE AND MILAM received inquiries and emails about hiring Defendants/Counter-Plaintiffs food truck in Brevard, and never notified or sent those to inquiries to Defendants/Counter-Plaintiffs.

37. Further, BUFFALOE and MILAM intentionally and unjustifiably interfered with Defendants/Counter-Plaintiffs Agreement with BURGERROBS and their advantageous business relationships by telling potential clients and customers that contacted them that the food truck was not available and was fully booked, when in fact it was not.

38. The conduct of BUFFALOE and MILAM was done purposefully and intentionally with malice and designed to prevent Defendants/Counter-Plaintiffs from gaining new jobs and/or clients, and to deprive them of successfully operating the food truck franchise pursuant to the Agreement.

39. As a direct and proximate result of BUFFALOE and MILAM's actions, Defendants/Counter-Plaintiffs lost out on potential income and business, and have lost credibility due to the false statements from BUFFALOE and MILAM about the food truck being fully booked and unavailable.

WHEREFORE, Defendants/Counter-Plaintiffs demand judgement for intentional tortious interference with business relationships against BUFFALOE and MILAM for damages in an amount to be determined at trial together with interest, attorney's fees and costs, and such other relief as this Court deems just and proper.

COUNT III - UNJUST ENRICHMENT
[ALTERNATIVE ACTION]

40. This is an alternative action for Unjust Enrichment against Plaintiff/Counter-Defendants.

41. In July of 2023, the Defendants/Counter-Plaintiffs paid the Plaintiffs/Counter-Defendants in full for the food truck trailer.

42. The Plaintiff/Counter-Defendants have refused to provide a fully executed Bill of Sale or other documentation so that Defendants/Counter-Plaintiffs can prove ownership of the trailer.

43. Further, in Plaintiff/Counter-Defendants Complaint, it is alleged that Defendants/Counter-Plaintiffs have "refused to return the Burger Robs Food truck", despite the Defendants/Counter-Plaintiffs having paid Plaintiff/Counter-Defendants in full for the purchase of it.

44. It would be unequitable for the Plaintiff/Counter-Defendants to retain the food truck and/or withholding documentation proving ownership of it when they were paid in full for the purchase of it.

WHEREFORE, Defendants/Counter-Plaintiffs demand judgment for Unjust Enrichment against Plaintiff/Counter-Defendants for damages in an amount to be determined at trial together with interest, attorney's fees and costs, and such other relief as this Court deems just and proper.

COUNT IV – TEMPORARY INJUNCTION

Defendants/Counter-Plaintiffs re-alleges the allegations contained in paragraphs 1-24 as if fully set forth herein and for Count II– Tortious Interference states:

45. This is an equitable action for a temporary injunction.

46. Plaintiff/Counter-Defendants have removed Defendants/Counter-Plaintiffs from all social media and marketing accounts without any legal cause or authority to do so.

47. Despite repeated demands by Defendants/Counter-Plaintiffs to restore access to the social media and marketing accounts, Plaintiff/Counter-Defendants have refused.

48. In light of this refusal, Defendants/Counter-Plaintiffs have been unable to market or post their locations to the public, yet have complied with all provisions under the Agreement.

49. Further, Plaintiff/Counter-Defendants continue to falsely tell the public that the food truck is fully booked up or unavailable when inquired about.

50. Defendants/Counter-Plaintiffs continue to irreparably harmed by Plaintiffs/Counter-Defendants intentional and flagrant breach of the Agreement by removing them from the social media and marketing accounts and intentionally falsely stating the food truck is fully booked.

51. The damages to Defendants/Counter-Plaintiffs would be difficult to measure in monetary terms if the Plaintiff/Counter-Defendants are allowed to continue their conduct and prevent access to the social media and marketing accounts and falsely state the food truck is fully booked.

52. Defendants/Counter-Plaintiffs would have a substantial likelihood of success on the merits of this action and any threatened injury to Defendants/Counter-Plaintiffs outweighs any possible harm to Plaintiff/Counter-Defendants.

53. Defendants/Counter-Plaintiffs are without a remedy at law as they have no way to access the social media and marketing accounts without Plaintiff/Counter-Defendants providing access.

54. It is in the Public's best interest to enjoin Plaintiff/Counter-Defendants from precluding Defendants/Counter-Plaintiffs from posting on social media about their business and food truck.

WHEREFORE, the Defendants/Counter-Plaintiffs respectfully requests that this Court enter a temporary injunction to:

- A. Prohibit Plaintiff/Counter-Defendants from removing access from Defendants/Counter-Plaintiffs to the social media and marketing accounts;
- B. Require Plaintiff/Counter-Defendants to provide Defendants/Counter-Plaintiffs access back to the social media and marketing accounts;
- C. Prohibit Plaintiff/Counter-Defendants from telling the Public that the food truck is booked and unavailable;
- D. allow Defendants/Counter-Plaintiffs to obtain an injunction with no or a nominal bond;
- E. Grant Defendants/Counter-Plaintiffs their reasonable attorney's fees and costs for having to bring this action, and for any and all other relief that this court deems just and proper.

RIGHT TO AMEND

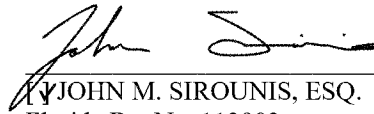
Defendants/Counter-Plaintiffs reserve the rights to amend this Counterclaim as necessary upon completing discovery.

JURY TRIAL DEMANDED

Defendants/Counter-Plaintiffs demand a jury trial on all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished through the Florida E-Portal, to all interested parties listed therein, on this 23RD day of October 2023.



JOHN M. SIROUNIS, ESQ.

Florida Bar No. 113903

John@lawyeroforlando.com

JMS LAW, P.A.

640 Bryn Mawr St.

Orlando, Florida 32803

Phone: 407-676-4567

Pleadings: Service@lawyeroforlando.com

EXHIBIT "A"

Franchise Agreement

THIS AGREEMENT (the "Agreement") is made on **01/01/2022** by and Between **BURGER ROBS LLC** (the "Franchisor"), Robert Buffaloe, Shelby Milam, and **T&R BURGERS LLC** (the " Franchisee"), Christopher Mauldin, Talia Rappa, on the basis of the following understandings and agreements:

BASIS FOR AGREEMENT

The Franchisor (BurgerRobs LLC) has developed methods for establishing, operating and promoting businesses engaged in the **Burger Robs** using the service mark and related trade names and trademarks (the "Marks") and the Franchisor's proprietary methods of doing business (the "Licensed Methods"). The Franchisor grants the right to others to develop and operate a **Burger Robs** franchise, under the Marks and pursuant to the Licensed Methods.

The Franchisee desires to establish a **Burger Robs Food Truck** franchise at the location stated, **Brevard County**, and the Franchisor desires to grant the Franchisee the right to operate a **Burger Robs Food Truck** at such location under the terms and conditions which are stated in this Agreement.

GRANT OF FRANCHISE

The Franchisor grants the Franchisee, and the Franchisee accepts from the Franchisor, the right to use the Marks and Licensed Methods in connection with the establishment and operation of a **Burger Robs Food Truck** franchise, at the location described in this Agreement. The Franchisee Agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by the Franchisor from time to time, only in the accordance with the terms and conditions of this Agreement.

The Franchisee agrees at all times to faithfully, honestly, and diligently perform the Franchisee's obligations hereunder, and to continuously exert best efforts to promote the **Burger Robs** franchise. The Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of the business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by the Franchisor, all of which are a part of the Licensed Methods.

FRANCHISE FEE

The Franchisee agrees to pay the Franchisor an amount of **\$10,000 (PAID AS OF 1/1/2022) +8%** of **monthly sales with any amount over \$1200 of the 8% going towards the remaining balance of the trailer until the total amount of \$30,000 is paid in full (for the trailer itself), then 8% hereafter for use of the Burger Rob name as the Franchise Fee.** The Payment of the franchise fee enables the Franchisee to enjoy the use of the Franchisor's system and name.

As of 01/01/2023 a total of \$11,413.86 has been paid towards the trailer with a remaining balance of \$8,586.14.

FRANCHISED LOCATION AND DESIGNATED AREA

The Franchisee is granted the right and franchise to own and operate their **Burger Robs Food Truck** franchise **All Throughout Brevard County**, and have **First Pick of any Food Truck Requests that Come In, they be private or public events, before any other Burger Robs Food Truck**. If and when a second **Burger Robs Food Truck** comes about, the original franchisee (**T&R Burgers LLC**) will be the only **Food Truck** to have the above clause in their contract.

INITIAL FRANCHISE FEE

In consideration for the right to develop and operate a **Burger Robs Food Truck** franchise, the Franchisee agrees to pay to the Franchisor an initial franchise fee of **\$10,000**, which is due and payable as of the date of execution of this Agreement. **(PAID)**

ROYALTIES

Throughout the term of this Agreement, the Franchisee agrees to pay to the Franchisor a continuing monthly royalty ("Royalty") equal to **8%** of its Gross Retail Sales generated from or through the **Burger Robs Food Truck** franchise.

TERM

The Term of this Agreement begins on the date this Agreement is fully executed and ends **on a date that is MUTUALLY agreed on between the Franchisee and the Franchisor**

DEFAULT AND TERMINATION

The Franchisor and Franchisee both adhere and agree to these terms

1. The Franchisee will not alter or change/add on the Franchisor menu and/or ingredients, unless the Franchisor agrees to the changes/add ons.
2. The Franchisee will not in any way bring harm to the name **Burger Robs**
3. The Franchisee will at all times, keep the **Burger Robs Food Truck** at pristine condition, clean, and up to health and food codes by Florida State Law
4. The Franchisee will make said Royalty payments on time by the 5th of every month

- 5. The Franchisor agrees to let the Franchisee the rights to use ALL social media and advertising accounts from the beginning date of this agreement until the end of said agreement
- 6. The Franchisee's rights to use the Burger Robs name may not be revoked unless terms of this agreement are not adhered to or unless both parties mutually agree to end the relationship.

GOVERNING LAW

This Agreement shall be interpreted under the laws of the **State of Florida**, and any disputes between the parties shall be governed by and determined in accordance with the substantive laws of the **State of Florida**, which laws shall prevail in the event of any conflict of laws.


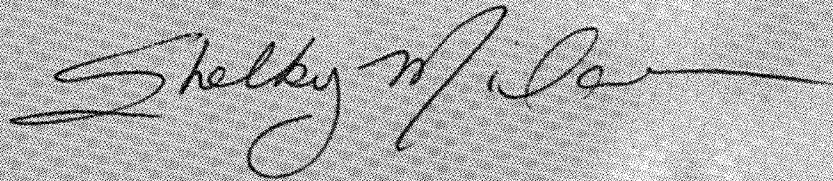
SIGNATURES

This Agreement shall be signed on behalf of **BurgerRobs LLC** by Robert Buffaloe, Shelby Milam and on behalf of **T&R Burgers LLC** by Christopher Mauldin, Talia Rappa

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above set forth
FRANCHISOR:

Date: 1/1/2022

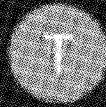
Robert Buffaloe Shelby Milam ([REDACTED])
[REDACTED]

 — 

FRANCHISEE:

 —  Date: 1/1/2022

Christopher Mauldin Talia Rappa ([REDACTED])
[REDACTED]



me Jul 31
to BurgerRobs

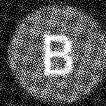


the truck and trailer are officially paid off this month by the way! :)

BO Launch Pad
July 31st COG...



July 2023
Overlook.xlsx



BurgerRobs Food Truck Aug 2
to me



From: BurgerRobs Food Truck

To: T & R Burgers

Date: Aug 2, 2023 at 10:29 PM

Standard encryption (TLS)
Learn more

Woohoo! Paid the truck and trailer off!
Sweet! Great job

Sent from my iPhone

> On Jul 31, 2023, at 1:15 PM, T & R Burgers

<[redacted]@tandrburgers.com> wrote:

>

>



I'm going to smoke brisket this week it looks like, so let me know if you want in on it

I know [redacted] has their following and you can keep rolling that route if you want. I can smoke too and I bet better. and gonna show HQ fans we can. Just wanted to give you heads up in case you want to roll again with brisket but I won't take offense or anything if you are going to stick with them. But I don't think you need them or to keep promoting them. Wait till you see what I can do.

So wait, we come out with a brisket burger by partnering with someone on the truck to have an exclusive burger on the truck. And you want to go do a different brisket burger at the restaurant ?

Rob ([redacted])

So wait. Here's the thing. You sell





So wait. Here's the thing. You sell my exclusive burgers everyday. We can talk more in person. Sell the brisket burger. But you are not to use [redacted] name anymore. Not even once. I'll pull down any post y'all do. They didn't collab with this biz for shit. Y'all bought his brisket. Tagged it to our name and gave him credit for all the hard work we all have done and he's sitting back reaping the rewards when all you had to do was buy his brisket sell it on our burgers and never use his name. Just sell a brisket burger. So yeah I'm pissed. That they are getting all this cred for doing something anyone could have done without ever using his brand name. Chefs and owners collab on ideas. Sit down. Create sauces share ideas, taste test. Etc etc. all he did was get a call from you and say hey we are going to use your brisket and attach your name as I watch every fan blow him Up with credit for doina nothina.



4:00

72

9
R S
3 People

Apr 29, 2022 at 11:15 PM

We need to have a meeting in the morning before the restaurant opens

Rob ()
Not a chance. It's a Saturday our busiest day and we can chat over the weekend. I don't need anymore stress than this has brought. Don't be making demands or y'all will be finding a new way to pay your bills. Remember who's running this show

Stress for you? You deleted our post after we didn't even have a chance to talk about it. We were at the [redacted] movie theatre and came out to these texts wondering wtf happened. We will be at your house in the morning to talk.

Rob ()
iMessage

App Store Cash Target Uber

4:00

72



to talk.

Rob (i)

I'm telling you if you show up here starting [redacted] It's over. Start your own truck and I'll take the trailer back. I'm Just trying to remind everyone who's running this biz. I won't be walked over. . We can talk later this weekend about it. I'm not going to have a free for all [redacted] show

Rob, you're forgetting something. When we asked you about doing this. I told you exactly what we were doing and how we were doing it. And you gave us the okay. Which is what you said had to happen whenever we wanted to do something on the truck.

Rob (i)

Yup. And things spiraled quickly. Brisket wasn't invented by any of us on a burger. And I didn't like how he was propped up for doing nothing more than selling you something he would have



Group chat header with back arrow, number 21, three profile icons (R, S, and a third), and a video call icon. Below the icons is the text "3 People".

R: Sorry.

Today 7:21 PM

Unfortunately, you withholding social media account access is a breach of the contract. If you give us the accounts back before the end of the day (12am est) we won't escalate this any further.

On the separation agreement, we won't sign any paperwork. We have a valid contract. If this is an issue and you want to take things to the next level, we are more than prepared too.

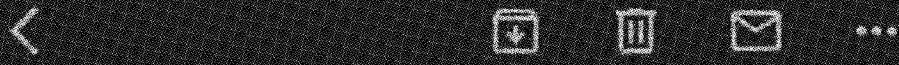
Rob (Profile icon)

R: Perfecto. You'll hear from our lawyer. We will be posting you are no longer operating the truck effective immediately instead of November. A post is going out tonight. We will handle informing your clients.

And there's another breach of contract.

iMessage input field with camera, app store, microphone, and text input icons.

Bottom dock with icons for a contact, App Store, Cash, Target, a music player, and two other contacts.



From: BurgerRob's Food Truck
 <[redacted]>
Sent: Thursday, September 14, 2023 2:18 PM
To: Anne Humphries <[redacted]>
Subject: Re: New Contact us! Request from Anne Humphries

Hey hey thanks so much for reaching out! Unfortunately we are booked for that day and pretty solid through end of year. We can't thank you enough for thinking of us and hope to partner together in the future! Cheers

Sent from my iPhone

On Sep 14, 2023, at 2:07 PM,
 Popmenu <noreply@popmenu.com>
 wrote:

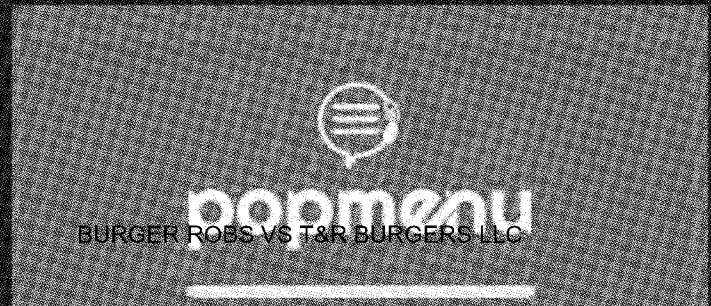


EXHIBIT "E"



JMS LAW

ORLANDO OFFICE
640 BRYN MAWR ST.
ORLANDO, FLORIDA 32804

JMS LAW, P.A.
TELEPHONE: 407-676-4JMS(4567)
FACSIMILE: 407-386-9099

September 13, 2023

SENT VIA U.S. CERTIFIED MAIL TO:

BURGERROBS LLC
1190 La Mesa Ct.
Titusville, FL 32780

RE: Breach of Franchise Agreement dated January 1, 2022

CEASE-AND-DESIST DEMAND

Dear Mr. Rob Buffaloe and/or Mrs. Shelby Milam:

This law firm has the pleasure of representing T&R BURGERS LLC (hereinafter "T&R BURGERS"), regarding a breach of the Franchise Agreement entered into on January 1, 2022 between BURGERROBS LLC (hereinafter "BUGERROBS") and T&R BURGERS. If you are represented by legal counsel, please direct this letter to your attorney immediately and have your attorney notify us of such representation.

Pursuant to the terms of the Franchise Agreement under the section titled "DEFAULT AND TERMINATION," BURGERROBS as the Franchisor, agreed to provide access to and let T&R BURGERS as the Franchisee use "ALL social media advertising accounts" from the beginning of the date of the Franchise Agreement until the termination of said agreement. As of the date of this letter, T&R BURGERS has been removed and access has been revoked to all social media accounts, in violation and breach of the aforementioned clause of the Franchise Agreement. Furthermore, there was a post made via Facebook by you that contains false information as it pertains to the award from Florida Today won by T&R BURGERS LLC for Burger Rob's Food Truck. In addition, BURGERROBS posted a post on Facebook that falsely claims that BURGERROBS HQ in Titusville won best Hamburger in Brevard, yet there is nothing that indicates this to be true or accurate. In fact, the award that was issued by Florida Today was issued to Burger Rob's Food Truck. There is nothing else mentioned on the award website regarding the BURGERROB HQ in Titusville winning best burger.

In addition, based upon text messages between BURGERROBS and T&R BURGERS, BURGERROBS has further breached the Franchise Agreement by unilaterally attempting to terminate the Franchise Agreement without any justification, cause or mutual agreement as necessary and required under the Franchise Agreement. Based upon the written messages, it is apparent that BURGERROBS has or will cause irreparable harm to T&R BURGERS by stating that they are not authorized to operate the food truck effective immediately, in contravention of the Franchise Agreement. Pursuant to Florida Statute 672.610, an anticipatory repudiation is defined as the following: When either party repudiates the contract with respect to a performance not yet due the loss of which will substantially impair the value of the contract to the other. Such repudiation may be evidenced by words or voluntary acts and creates in it an immediate cause of action for breach of contract. If it is your contention that T&R BURGERS has breached a provision of the Franchise Agreement, please provide in writing the alleged cause of action that constitutes the alleged breach. If

we do not receive a written correspondence within five (5) days of receipt of this letter, it will be assumed that T&R BURGERS is in strict compliance with the Franchise Agreement.

Based on the foregoing, by removing access to the social media accounts, attempting to unilaterally terminate the Franchise Agreement, and posting false statements about winning an award that was in fact won by T&R BURGERS for operating their food truck, you are in violation and breach of the Franchise Agreement. We hereby demand the following upon immediate receipt of the letter:

1. Provide T&R BURGERS immediate access to all social media accounts;
2. Change and/or edit the Facebook post to correctly state that Burger Rob's Food Truck won Best Hamburger and Best Burger Food Truck in Brevard;
3. Address any and all business correspondence to all members/manager of T&R BURGERS, i.e. Christopher Mauldin and Talia Rappa; and
4. Provide assurance that BURGERROBS will adhere to the Franchise Agreement.

It is further hereby demanded that you immediately do the following:

CEASE AND DESIST FROM ANY AND ALL ACTIONS THAT CONSTITUTE A BREACH OF THE FRANCHISE AGREEMENT

If you do not comply with this cease-and-desist demand, T&R BURGERS will be entitled to seek monetary damages, equitable relief and injunctive relief for your breach of the Franchise Agreement. If the event you fail to meet this demand, please be advised that T&R BURGERS has authorized us to pursue all available legal remedies, including seeking monetary damages, lost profits, injunctive relief, court costs and attorney's fees, and any and all other relief which the Court of proper jurisdiction deems reasonable and equitable. Your liability and exposure under such legal action could be considerable.

Before taking these steps, however, T&R BURGERS has authorized us to provide you the opportunity to discontinue your conduct and rectify this matter by complying with this demand upon receipt. If you have any questions, please feel free to contact us at the number or email below. Your prompt attention to this matter is both expected and appreciated. Thank you.

Best Regards,


John M. Sirounis, Esq.

JMS LAW, P.A.

640 Bryn Mawr

Orlando, Florida 32804

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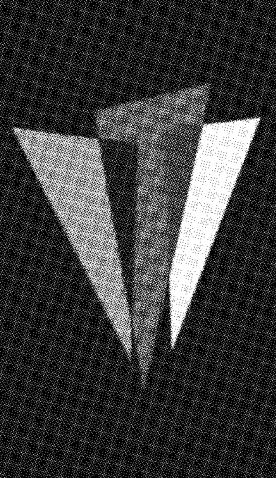
ad appearances per week for the thirteen weeks, as well as 30,000 impressions (views) per month on digital ads that run on the USA Today Network of websites targeted to your area. The eighth, quarter, and half page packages each include a paramount digital ad, which is a large digital ad that has been shown to generate more engagement vs. a standard digital ad. In addition to the advertising, a free digital subscription to Florida Today is included, along with a valuable evaluation of your company's online presence.

As a reminder, Burger Rob's Food Truck is the winner of Best Burger and Food Truck!

The deadline to order a package is Friday, October 27th. Please reply directly to this email with your selection if you'd like to order a package.

Please also feel free to let me know if you have any questions!

Best,

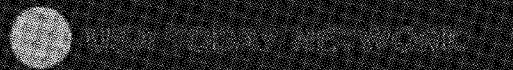


Account Executive / Team Lead - Events

USA TODAY NETWORK Ventures



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See photos from the 2023 Event Here!
yourchoicewards.com